

ORDINANCE NO. 63

AN ORDINANCE PROVIDING FOR THE CREATION OF A FRANCHISE OR PRIVILEGE TO CONSTRUCT, ESTABLISH, ACQUIRE, MAINTAIN, AND OPERATE A TRASH AND GARBAGE COLLECTION AND SANITARY DISPOSITION THEREOF SYSTEM IN THE TOWN OF NUCIA, COLORADO, FOR BOTH PUBLIC AND PRIVATE USE, WITH RIGHTS OF WAY AND PRIVILEGE OF USE OF STREETS AND ALLEYS FOR THE ABOVE PURPOSE FOR A PERIOD OF FIVE YEARS.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF NUCIA, COLORADO:

Section 1. That an exclusive franchise is hereby created and granted to Ernest W. Campbell for a period of five years, to construct, establish, maintain, acquire, and operate a trash and garbage collection and sanitary disposition thereof system in the Town of Nucia, State of Colorado, for both public and private purposes, with rights of way and privilege of use of streets and alleys for the above purposes in accordance with the conditions, terms, and limitations of this Ordinance.

Section 2. The holder of this franchise, his associates, successors, and assigns shall have the rights and privileges, and power to use the streets, of the Town, and its alleyways, and its passageways, to collect garbage and trash. No obstructions may be placed by the holder, or his successors, or assigns in the streets, sidewalks, alleyways, and passageways of the Town without the consent of the Board of Trustees.

Section 3. The holder of this franchise shall collect all garbage and trash from parties availing themselves of the use of the system when such garbage and trash are put in covered receptacles not larger than thirty (30) gallon capacity, and these covered receptacles are so placed that pick-up can be readily made. The Board of Trustees reserves to itself the permanent right and authority to be able to designate just what garbage and trash are and the size of receptacles to be used, Provided, However, that fallen trees are not to be considered trash, that the amount of garbage to be picked up at any one time from one residential property shall not exceed two thirty gallon containers, and that the size of receptacles to be used shall not exceed thirty (30) gallon capacity. The holder of this franchise may contract for the removal of fallen trees and for amounts of garbage over and above the maximum amount at rates separate and apart from the prescribed rates for garbage and trash collection.

Section 4. Nothing in this ordinance shall be deemed as making it man-

of his garbage and trash by other means and as long as he abides by sanitation laws, ordinances, and statutes on the subject. But no other system of collection, person, company, or firm, may charge for the collection of garbage and trash except the holder of this franchise, during the term of this franchise.

Section 5. The holder of this franchise must comply strictly with all existing statutes, ordinances, and codes, and must follow strictly such procedure of operation as to be sanitary and not to be a nuisance or discredit to the Town.

Section 6. The holder of this franchise must make collections at least once a week in the residential districts, and as often as may be necessary in the business district.

Section 7. The holder of this franchise shall have the entire burden and responsibility of disposing of garbage and waste and trash collected and shall dispose of same by the landfill method. Until such time as the holder can acquire his own land for use as a landfill, holder shall keep the town dump cleaned up, and the costs thereof shall be divided equally between the Town and the Holder.

Section 8. The Holder of this franchise shall charge customers a \$2.00 monthly rate for residential collection services, and not to exceed a \$20.00 monthly rate for business collection services. The holder of this franchise shall have the right to stop collection service to customers who have not paid their bills. The Town shall not be responsible for the collection of charges or rates by the Holder of the franchise, but said Holder shall collect for same in ordinary and customary business procedure.

Section 9. The Holder of this franchise shall have the right to surrender said franchise to the Town without liability of any kind upon giving the Board of Trustees sixty (60) days notice of his intention to surrender the franchise.

Section 10. Holder shall have the right, after the expiration of the term of this franchise, to renew and extend this franchise for a period of five years, under identical terms and conditions.

Section 11. This franchise may not be assigned, sold or otherwise aliened or disposed of without the consent of the governing body of the Town, given at a regular meeting.

Section 12. This franchise shall be terminable upon the election of the

Town:

- (a). If, after a hearing with notice to the holder, it is decided the holder is not discharging his obligations under this franchise.
- (b). If holder shall cease collections of garbage for a period of five (5) days.
- (c). If holder violates any of the terms and provisions hereof.
- (d). Termination shall be effected upon notice in writing to holder, in the notice specifying the violation complained of. If the holder does not within thirty (30) days after receipt of said notice, cease or correct the violation complained of, this franchise shall then be terminated, cancelled, rescinded, and shall be of no further force or effect.

INTRODUCED, READ, AND ORDERED PUBLISHED, THIS 8th day
of January A.D. 1957.

W. J. Murphy
Mayor

Seal

Attest:

Maidea Stephens
Town Clerk

✓
CONTRACT FOR SALE AND PURCHASE
OF FRANCHISE

KNOW ALL MEN BY THESE PRESENTS THAT Ernest W. Campbell, also known as Walt Campbell of Nucla, Colorado, hereinafter referred to as the seller and Alvin E. Morris of Nucla, Colorado, hereinafter referred to as the buyer have agreed as follows:

1. Seller has agreed to sell and buyer has agreed to buy, for a total purchase price of \$900 the franchise that the seller has witha nd from the Town of Nucla for the collection and disposition of garbage
2. The purchase price referred to in paragraph one shall be paid as follows:
 - a. The sum of \$100 in cash to be paid by the buyer to the seller upon execution of this contract.
 - b. The sum of \$50 on or before the first day of May, A. D. 1958, and a further sum of \$50 on or before the first day of each and every calendar month until the entire balance of the said purchase price shall have been paid in full.
3. The deferred payments hereunder shall not bear interest in any amount.
4. The buyer is to maintain the franchise in good standing with the Town of Nucla, and he is to engage in no activity or activities calculated or likely to result in the termination or cancellation of the present franchise.
5. The buyer is to furnish the services required by the terms of the present franchise.
6. If there is any action taken by the Town of Nucla to terminate or cancel the franchise the buyer is to forthwith and immediately notify the seller thereof and is to permit the seller to attempt to negotiate with the Town of Nucla, to avoid the cancellation or termination of the said franchise.
7. The buyer is to maintain insurance upon all operations entered into by the buyer and the buyer is specifically required to insure all vehicles used by the buyer in the conduct of the franchise herein described.
8. The seller shall enter into and conduct all negotiations necessary for the approval of the Town of Nucla of the assignment and sale of this franchise.
9. In the event that the buyer shall fail, refuse, or neglect to make any of the payments or perform any of the covenants hereinabove contained to be made, paid, kept or performed, the seller may upon written notification given to the buyer by registered mail at Nucla